

RM6100 Technology Services 3 Agreement

Order Form

This Order Form is issued in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100 dated [16/06/2021] between the Supplier (as defined below) and the Minister for the Cabinet Office (the "**Framework Agreement**") and should be used by Buyers after making a direct award or conducting a further competition under the Framework Agreement.

The Contract, referred to throughout this Order Form, means the contract between the Supplier and the Buyer (as defined below) (entered into pursuant to the terms of the Framework Agreement) consisting of this Order Form and the Call Off Terms. The Call-Off Terms are substantially the terms set out in Annex 2 to Schedule 4 to the Framework Agreement and copies of which are available from the Crown Commercial Service website <http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm1234>. The agreed Call-Off Terms for the Contract being set out as the Annex 1 to this Order Form.

The Supplier shall provide the Services and/or Goods specified in this Order Form (including any attachments to this Order Form) to the Buyer on and subject to the terms of the Contract for the duration of the Contract Period.

In this Order Form, capitalised expressions shall have the meanings set out in Schedule 1 (Definitions) of the Call-Off Terms

This Order Form shall comprise:

1. This document headed "Order Form"
2. Attachment 1 – Services Specification
3. Attachment 2 – Charges and Invoicing
4. Attachment 3 – Service Levels and Service Credits
5. Attachment 4 – Key Supplier Personnel and Key Sub-Contractors
6. Attachment 5 – Governance
7. Attachment 6 – Schedule of Processing, Personal Data and Data Subjects
8. Attachment 7 – Transparency Reports; and
9. Annex 1 – Call Off Terms and Additional/Alternative Schedules and Clauses.

The Order of Precedence shall be as set out in Clause 2.2 of the Call-Off Terms being:

- the Framework, except Framework Schedule 18 (Tender)
- the Order Form
- the Call Off Terms; and
- Framework Schedule 18 (Tender).

Section A
General information

Contract Details	
Contract Reference:	TRGC3071
Contract Title:	Provision of Jaggaer S2C Service Desk Support
Contract Description:	The Department for Transport (DfT) is seeking to procure for the provision of a focused team of advisors and Service Desk support which demonstrates an understanding of the impact on staff using our current eSourcing portal (Jaggaer) and provide ongoing support for a time limited period.
Contract Anticipated Potential Value: this should set out the total potential value of the Contract	£568,000
Estimated Year 1 Charges:	£213,000
Commencement Date: this should be the date of the last signature on Section E of this Order Form	28/02/2024

Buyer details	
Buyer organisation name UK Department for Transport	
Billing address Great Minster House 33 Horseferry Road, London, SW1P 4DR	
Buyer representative name [REDACTED]	
Buyer representative contact details [REDACTED]@dft.gov.uk, Tel: [REDACTED]	
Buyer Project Reference TRGC3071	

Supplier details	
Supplier name Accenture (UK) Limited	
Supplier address	

30 Fenchurch Street, London, EC3M 3BD

Supplier representative name

[REDACTED]

Supplier representative contact details

Email and telephone contact details of the supplier's representative. This must include an email for the purpose of Clause 50.6 of the Contract.

[REDACTED]@accenture.com

Order reference number or the Supplier's Catalogue Service Offer Reference Number

A unique number provided by the supplier at the time of the Further Competition Procedure. Please provide the order reference number, this will be used in management information provided by suppliers to assist CCS with framework management. If a Direct Award, please refer to the Supplier's Catalogue Service Offer Reference Number.

Guarantor details

Guidance Note: Where the additional clause in respect of the guarantee has been selected to apply to this Contract under Part C of this Order Form, include details of the Guarantor immediately below.

Guarantor Company Name

The guarantor organisation name

Not Applicable

Guarantor Company Number

Guarantor's registered company number

Not Applicable

Guarantor Registered Address

Guarantor's registered address

Not Applicable

Section B
Part A – Framework Lot

Framework Lot under which this Order is being placed

Tick one box below as applicable (unless a cross-Lot Further Competition or Direct Award, which case, tick Lot 1 also where the buyer is procuring technology strategy & Services Design in addition to Lots 2, 3 and/or 5. Where Lot 1 is also selected then this Order Form and corresponding Call-Off Terms shall apply and the Buyer is not required to complete the Lot 1 Order Form.

1. TECHNOLOGY STRATEGY & SERVICES DESIGN

☐
2. TRANSITION & TRANSFORMATION

☐
3. OPERATIONAL SERVICES

a: End User Services

x

b: Operational Management

☐

c: Technical Management

☐

d: Application and Data Management

☐
5. SERVICE INTEGRATION AND MANAGEMENT

☐

Part B – The Services Requirement

Commencement Date

28th February 2024

Contract Period

Guidance Note – this should be a period which does not exceed the maximum durations specified per Lot below:

Lot	Maximum Term (including Initial Term and Extension Period) – Months (Years)
2	36 (3)
3	60 (5)
5	60 (5)

Initial Term Months
32 months

Extension Period (Optional) Months
12 Months

Minimum Notice Period for exercise of Termination Without Cause
(Calendar days)60 Days

Sites for the provision of the Services

The Supplier shall provide the Services from the following Sites:

Buyer Premises: Not Applicable

Supplier Premises:
Delivery Lead – Romania
Service Lead – Romania

Governance Lead - UK

Third Party Premises:

Not Applicable

Buyer Assets

Guidance Note: see definition of Buyer Assets in Schedule 1 of the Call-Off Terms

Not Applicable

Additional Standards

Guidance Note: see Clause 13 (Standards) and the definition of Standards in Schedule 1 of the Contract. Schedule 1 (Definitions). Specify any particular standards that should apply to the Contract over and above the Standards.

Not Applicable

Buyer Security Policy

Guidance Note: where the Supplier is required to comply with the Buyer's Security Policy then append to this Order Form below.



DfT Information

DfT Information Cyber Security Policy Feb 23.docx

Cyber Security Policy

Buyer ICT Policy

Not Applicable

Insurance

£1m default as in Framework Agreement

Third Party Public Liability Insurance (£) - *Not Applicable*

Professional Indemnity Insurance (£) - *Not Applicable*

Buyer Responsibilities

Guidance Note: list any applicable Buyer Responsibilities below.

Not Applicable

Goods

Guidance Note: list any Goods and their prices.

Not Applicable

Governance – Option Part A or Part B

Guidance Note: the Call-Off Terms has two options in respect of governance. Part A is the short form option and Part B is the long form option. The short form option should only be used where there is limited project governance required during the Contract Period.

Governance Schedule	Tick as applicable
Part A – Short Form Governance Schedule	<input type="checkbox"/>
Part B – Long Form Governance Schedule	<input checked="" type="checkbox"/>

The Part selected above shall apply this Contract.

Change Control Procedure – Option Part A or Part B

Guidance Note: the Call-Off Terms has two options in respect of change control. Part A is the short form option and Part B is the long form option. The short form option should only be used where there is no requirement to include a complex change control procedure where operational and fast track changes will not be required.

Change Control Schedule	Tick as applicable
Part A – Short Form Change Control Schedule	<input type="checkbox"/>
Part B – Long Form Change Control Schedule	<input checked="" type="checkbox"/>

The Part selected above shall apply this Contract. Where Part B is selected, the following information shall be incorporated into Part B of Schedule 5 (Change Control Procedure):

- for the purpose of Paragraph 3.1.2 (a), the figure shall be £0; and
- for the purpose of Paragraph 8.2.2, the figure shall be £0.

Section C

Part A - Additional and Alternative Buyer Terms

Additional Schedules and Clauses (see Annex 3 of Framework Schedule 4)

This Annex can be found on the RM6100 CCS webpage. The document is titled RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5.

Part A – Additional Schedules

Guidance Note: Tick any applicable boxes below

Additional Schedules	Tick as applicable
S1: Implementation Plan	<input type="checkbox"/>
S2: Testing Procedures	<input type="checkbox"/>
S3: Security Requirements (either Part A or Part B)	Part A <input checked="" type="checkbox"/> or Part B <input type="checkbox"/>
S4: Staff Transfer	<input type="checkbox"/>
S5: Benchmarking	<input type="checkbox"/>
S6: Business Continuity and Disaster Recovery	<input checked="" type="checkbox"/>
S7: Continuous Improvement	<input checked="" type="checkbox"/>
S8: Guarantee	<input type="checkbox"/>
S9: MOD Terms	<input type="checkbox"/>

Part B – Additional Clauses

Guidance Note: Tick any applicable boxes below

Additional Clauses	Tick as applicable
C1: Relevant Convictions	<input type="checkbox"/>
C2: Security Measures	<input type="checkbox"/>
C3: Collaboration Agreement	<input type="checkbox"/>

Where selected above the Additional Schedules and/or Clauses set out in document RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5 shall be incorporated into this Contract.

Part C - Alternative Clauses

Guidance Note: Tick any applicable boxes below

The following Alternative Clauses will apply:

Alternative Clauses	Tick as applicable
Scots Law	<input type="checkbox"/>
Northern Ireland Law	<input type="checkbox"/>
Joint Controller Clauses	<input type="checkbox"/>

Where selected above the Alternative Clauses set out in document RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5 shall be incorporated into this Contract.

Part B - Additional Information Required for Additional Schedules/Clauses Selected in Part A

Additional Schedule S3 (Security Requirements)

Within twenty (20) Working Days after the Commencement Date and in accordance with Paragraph 4, the Supplier shall prepare and deliver to the Buyer for approval a fully complete and up to date Security Management Plan

Additional Schedule S4 (Staff Transfer)

Not Applicable

Additional Schedule S6 (Business Continuity and Disaster Recovery)

Within 60 working days of the Commencement Date the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a "BCDR Plan"), which shall detail the processes and arrangements that the Supplier shall follow to:

- ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Services; and
- the recovery of the Services in the event of a Disaster

The BCDR Plan shall be divided into three sections:

- Section 1 which shall set out general principles applicable to the BCDR Plan;
- Section 2 which shall relate to business continuity (the "Business Continuity Plan"); and
- Section 3 which shall relate to disaster recovery (the "Disaster Recovery Plan")

Additional Clause C1 (Relevant Convictions)

Not Applicable

Additional Clause C3 (Collaboration Agreement)

Guidance Note: where Clause C3 (Collaboration Agreement) has been selected in Part A of Section C above, include details of organisation(s) required to collaborate immediately below.

Not Applicable

**Section D
Supplier Response**

Commercially Sensitive information

Any confidential information that the Supplier considers sensitive for the duration of an awarded Contract should be included here. Please refer to definition of Commercially Sensitive Information in the Contract – *use specific references to sections rather than copying the relevant information here.*

Not Applicable

**Section E
Contract Award**

This Call Off Contract is awarded in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100.

SIGNATURES

For and on behalf of the Supplier

Name	<div></div>
Job role/title	Managing Director
Signature	<div>DocuSigned by: <div></div> 9F2046C832D74CB...</div>
Date	February 27, 2024

For and on behalf of the Buyer

Name	<div></div>
Job role/title	Commercial Relationship Manager
Signature	<div>DocuSigned by: <div></div> A425E335B24C4C2...</div>
Date	February 27, 2024

Attachment 1 – Services Specification

Annex A: Statement of Requirement – Provision of Jaggaer S2C Service Desk Support (TRGC3071)



TRGC3071%20Furth
er%20competition%2

Attachment 2 – Charges and Invoicing

Part A – Milestone Payments and Delay Payments A

#	Description	Payment amount (£GBP)	Payment Date	Delay Payments
1	Service Delivery Charge		Monthly	<i>Not Applicable</i>

* The total monthly payments (including service credits) will not exceed the agreed contracted rate of £17,750 per month

Part B – Service Charges – Not Applicable

Charge Number	Service Charges
[Service Line 1]	
[e.g. SL1C1]	
[Service Line 2]	
[e.g. SL2C1]	

Part C – Supplier Personnel Rate Card for Calculation of Time and Materials Charges

Staff Grade	Day Rate (£)
Lead (Service, Delivery & Governance)	
Lead (Service, Delivery & Governance)	
Senior (Delivery)	
Senior (Delivery)	
Intermediate (Delivery)	

Part D – Risk Register

Supplier to submit a risk register within 30 calendar days of commencement of contract

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9	Column 10	Column 12
Risk Number	Risk Name	Description of risk	Timing	Likelihood	Impact (£)	Impact (description)	Mitigation (description)	Cost of mitigation	Post-mitigation impact (£)	Owner

Part E – Early Termination Fee(s)

See Call-Off Terms Clause 36.2.1

Attachment 3 – Service Levels and Service Credits

Service Levels and Service Credits

KPI/SLA	Service Area	KPI/SLA description	Target
1	Support Service:	Overall service deliverables: How satisfied is the Client with the delivery of the services from the supplier? Or has the supplier provided sufficient assurance to their deliverables?	Score of over 80%
2	Mobilisation and Delivery to Programme	Is the Client satisfied that the overall programme is under control?	Score of over 80%
3	Knowledge Transfer	It is expected that the Potential Provider will ensure knowledge sharing throughout the project.	Score of over 80%
4	Hours of Support	08:00-16:00 Monday - Friday (UK time) 90 hours support per week UK Public Holidays do not need to be supported	100% adherence
5	Social Value Wellbeing KPI	Evidence your quantitative measurements from your Wellbeing proposals and provide evidence of action taken to resolve (any) wellbeing issues raised. Good (evidenced) = 100% Inadequate (not evidenced) = 0%	100%
6	OPS Incident SLA's	Priority level 1 (P1) URGENT – max response time 30 mins Priority level 2 (P2) HIGH – max response time 1 hour Priority level 3 (P3) MEDIUM – max response time 4 hours Priority level 4 (P4) LOW – max response time 6 hours REPAIR TIME SLA FOR OPS INCIDENT P1 Urgent – max repair time 4 hours P2 High – max repair time 16 hours P3 Medium – max repair time 40 hours P4 Low – max repair time 80 hours	P1 SLA – 95% P2 SLA – 90% P3 SLA – 85% P4 SLA – 80%
7	OPS Service Request SLAs	P2 High – max response time 2 hours P3 Medium – max response time 4 hours P4 Low – max response time 6 hours REPAIR TIME SLA FOR OPS SERVICE REQUEST P2 High – max repair time 16 hours P3 Medium – max repair time 40 hours P4 Low – max repair time 80 hours	P2 SLA – 90% P3 SLA – 85% P4 SLA – 80%

The Service Credits shall be calculated on the basis of the following formula:

Service SLA % minus quarterly (i.e. 3 monthly) SLA achieved = % of the charges payable to the Buyer as Service Credits to be deducted from the next Invoice payable by the Buyer.

Example:

Service Request SLA = 85% but 79% achieved in quarter therefore **6%** of the Charges payable to the Buyer as Service Credits to be deducted from the next Invoice payable by the Buyer

Critical Service Level Failure

A Critical Service Level Failure shall include a delay in delivering support to DfT and agencies such that there is an impact on the ability of the business to operate effectively.

And/or

A Critical Service Level Failure shall include a loss of support during core hours

And/or

Failure to deliver on the KPIs above within a quarterly (3 month) time period.

Attachment 4 – Key Supplier Personnel and Key Sub-Contractors

The Parties agree that they will update this Attachment 5 periodically to record any changes to Key Supplier Personnel and/or any Key Sub-Contractors appointed by the Supplier after the Commencement Date for the purposes of the delivery of the Services.

Part A – Key Supplier Personnel

Key Supplier Personnel	Key Role(s)	Duration
[REDACTED]	Lead (Service, Delivery & Governance)	Contract Period
[REDACTED]	Lead (Service, Delivery & Governance)	Contract Period
[REDACTED]	Senior (Delivery)	Contract Period
[REDACTED]	Senior (Delivery)	Contract Period
[REDACTED]	Intermediate (Delivery)	Contract Period

Part B – Key Sub-Contractors

Not Applicable

Attachment 5 – Governance

PART B – LONG FORM GOVERNANCE

For the purpose of Part B of Schedule 7 (Long Form Governance) of the Call-Off Terms, the following boards shall apply:

SERVICE MANAGEMENT BOARD	
Buyer Members of Service Management Board (include details of chairperson)	[REDACTED] [REDACTED]
Supplier Members of Service Management Board	[REDACTED] (Accenture)
Start Date for Service Management Board meetings	28/03/2024
Frequency of Service Management Board meetings	Monthly
Location of Service Management Board meetings	Virtual

Change Management Board (Knowledge Transfer Group)	
Buyer Members of Change Management Board (include details of chairperson)	[REDACTED] [REDACTED]
Supplier Members of Change Management Board	[REDACTED]
Start Date for Change Management Board meetings	06/03/2024
Frequency of Change Management Board meetings	Weekly
Location of Change Management Board meetings	Virtual

Attachment 6 – Schedule of Processing, Personal Data and Data Subjects

This Attachment 6 shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Schedule shall be with the Buyer at its absolute discretion.

The contact details of the Buyer's Data Protection Officer are: [REDACTED] [REDACTED], data.protection@dft.gov.uk

The contact details of the Supplier's Data Protection Officer are: [REDACTED] [REDACTED], [\[REDACTED\]@accenture.com](mailto:[REDACTED]@accenture.com)

The Processor shall comply with any further written instructions with respect to processing by the Controller.

Any such further instructions shall be incorporated into this Attachment 6.

Description	Details
Identity of Controller for each Category of Personal Data	<p>[The Authority is Controller and the Supplier is Processor]</p> <p>The Parties acknowledge that in accordance with Clause 34.2 to 34.15 and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> Information contained within Jaggaer
Duration of the processing	<i>Duration of the contract</i>
Nature and purposes of the processing	<i>To enable the support desk function to facilitate and action Jaggaer queries</i>
Type of Personal Data	<i>Staff email addresses, supplier contact details and tender bid responses</i>
Categories of Data Subject	<i>Staff data, Supplier contacts, tender responses and contract data</i>
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<i>Data only to be held long enough to resolve a request from DfT and agencies</i>

Attachment 7 – Transparency Reports

Title	Content	Format	Frequency
Performance	<ul style="list-style-type: none"> Actual FTE utilisation levels incurred to date by activity and estimated FTE utilisation for future Progress against milestones Key outstanding and upcoming issues, with planned or existing mitigations where relevant Key actions to be completed, including remedial activities Progress of categorization of tickets logged including by division, time taken to resolve and resolved by whom 	Dashboard Report	Monthly
Charges	Monthly Service Delivery charge, including any service credits applicable	Invoice	Monthly
Performance management	<ul style="list-style-type: none"> Performance against KPI and SLA targets 	Dashboard Report	Monthly

Annex 1 – Call Off Terms and Additional/Alternative Schedules and Clauses



RM6100-Lots-2-3-and
d-5-Call-Off-Terms-v: